

**BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY**

**Meeting Date:** September 15, 2004

**Division:** Monroe County Housing Authority

**Bulk Item:** Yes X No     

**Department:** Special Programs Office

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**AGENDA ITEM WORDING:** A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA APPROVING AN AMENDMENT TO THE INTERLOCAL AGREEMENT BETWEEN THE COUNTY OF MONROE, STATE OF FLORIDA AND THE MONROE COUNTY HOUSING AUTHORITY

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**ITEM BACKGROUND:** The Monroe County Housing Authority has been the Administrator for the Monroe County's State Housing Initiatives Partnership (SHIP) Program under the terms of an interlocal agreement from 1993. This Interlocal Agreement is broad in scope and the basis for administration of a wide variety of housing programs.

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**PREVIOUS RELEVANT BOCC ACTION:** Approval of the Existing Interlocal Agreement in April 1993.

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**CONTRACT/AGREEMENT CHANGES:**

The proposed Amendment to the Interlocal Agreement provides specific functions and responsibilities relative to the administration of the Monroe County's SHIP Program and provides for a consistent method of administrative funding.

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**STAFF RECOMMENDATION:**


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**TOTAL COST:** \$-0- **BUDGETED:** Yes      No     

**COST TO COUNTY:** \$-0- **SOURCE OF FUNDS:**                     

**REVENUE PRODUCING:** Yes      No      **AMOUNT PER:** Month      Year     

**APPROVED BY:** County Attny  OMB/Purchasing      Risk Management     

**DIVISION DIRECTOR APPROVAL:**   
J. Manuel Castillo, Sr., Executive Director  
Monroe County Housing Authority

**DOCUMENTATION:** Included X To Follow      Not Required     

**DISPOSITION:**                                      **AGENDA ITEM #** M1

RESOLUTION \_\_\_\_\_ - 2004

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA APPROVING AN AMENDMENT TO THE INTERLOCAL AGREEMENT BETWEEN THE COUNTY OF MONROE, STATE OF FLORIDA AND THE MONROE COUNTY HOUSING AUTHORITY**

WHEREAS, the Florida Interlocal Cooperation Act of 1969 provides the statutory authority for governmental entities to enter into agreements to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner that will accord the best geographic, economic, population and other factors influencing the needs and development of local communities, and;

WHEREAS, Monroe County and the Monroe County Housing Authority executed an Interlocal Agreement in April 1993 for the purposes of administering a variety of federal, state and local housing programs in cooperation with Monroe County, and;

WHEREAS, the existing agreement appoints the Authority to provide professional planning, management and administrative services for and within Monroe County for affordable housing, and;

WHEREAS, the existing agreement is broad in scope and general in nature, lack specificity as to the SHIP Program and its requirements.

WHEREAS, Amendment I to the Interlocal Agreement, attached hereto as Exhibit A, specifically addresses the Authority's administration of the County's SHIP Program.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of Monroe County, Florida, that the County hereby:

*Authorizes the execution of Amendment I, attached hereto as Exhibit A, to the existing Interlocal Agreement between Monroe County, State of Florida and the Monroe County Housing Authority dated April 1993 for the purposes of administration of Monroe County's State Housing Initiatives Partnership (SHIP) Program.*

PASSED AND ADOPTED, by the Board of County Commissioners of Monroe County, Florida at a regular meeting on said Board on the \_\_\_\_\_ day of \_\_\_\_\_, A.D., 2004

BOARD OF COUNTY COMMISSIONERS  
OF MONROE COUNTY, FLORIDA

Mayor Nelson \_\_\_\_\_  
Commissioner Rice \_\_\_\_\_  
Mayor Emeritus Neugent \_\_\_\_\_  
Commissioner McCoy \_\_\_\_\_  
Commissioner Spehar \_\_\_\_\_

By: \_\_\_\_\_  
Mayor Nelson

SEAL

ATTEST:

Approved as to form and legal sufficiency:

APPROVED AS TO FORM:

Date: 8/30/04

SUZANNE A. HUTTON

ASSISTANT COUNTY ATTORNEY

Date: \_\_\_\_\_

**AMENDMENT #1  
TO  
INTERLOCAL AGREEMENT  
BETWEEN  
THE COUNTY OF MONROE, STATE OF FLORIDA  
AND  
THE MONROE COUNTY HOUSING AUTHORITY**

WHEREAS, Monroe County, State of Florida, (herein referred to as "County"), a body politic having its principal office at 1100 Simonton Street, Key West, Florida 33040, and the Monroe County Housing Authority, (herein referred to as "MCHA"), a body politic organized under chapter 421 F.S. and the U.S. Housing Act of 1937, as amended, and having its principal office at 240 Sombrero Road, Marathon, Florida 33050, referred to collectively as the "Parties" executed an Interlocal Agreement dated April 14, 1993; and,

WHEREAS, the Parties agree to amend the aforementioned Interlocal Agreement for the purposes of clarification relative to the specific operation of Monroe County's State Housing Initiatives Partnership (SHIP) Program, and;

NOW THEREFORE, the Parties agree to the addition of the following language to the Agreement, applicable specifically to the implementation and administration of the Monroe County State Housing Initiative Partnership (SHIP) Program:

**SECTION III. ACCOUNTING AND ACCOUNTS**

- E. MCHA's Certified Public Accounting firm will provide the County monthly with a certification that all payments were utilized for administration as identified in the County's approved Local Housing Assistance Plan.

**SECTION IV. EXPENSES AND COMPENSATION.**

- D. MCHA for administration, reporting and monitoring of the SHIP Program, shall receive as compensation 10% of the annual SHIP State Allocation, of and 5% of Program Income.
- E. Monroe County, upon receipt of an invoice, shall compensate MCHA monthly, that amount which represents 1/12<sup>th</sup> of the total funds approved and available as stated in Section IV (D) above.

**SECTION VI. RESPONSIBILITIES AS TO RECORDS AND REPORTS**

- C. MCHA shall provide the County quarterly with SHIP Tracking Reports, detailing all SHIP program expenditures, commitments and demographic compliance data.

- D. MCHA shall provide the County annually with a SHIP Annual Report
- E. MCHA shall provide the County with a BOCC approved Monroe County Local Housing Plan and amendments as approved or amended.

FURTHER, the parties agree, all other provisions of the Agreement, not inconsistent herewith, shall remain in full force and effect.

FURTHER, the parties agree, that this amendment shall be effective October 1, 2004.

PASSED AND ADOPTED, by the Board of County Commissioners of Monroe County, Florida at a regular meeting on said Board on the \_\_\_\_\_ day of \_\_\_\_\_, A.D., 2004

BOARD OF COUNTY COMMISSIONERS  
OF MONROE COUNTY, FLORIDA

Mayor Nelson \_\_\_\_\_  
Commissioner Spehar \_\_\_\_\_  
Commissioner Neugent \_\_\_\_\_  
Commissioner McCoy \_\_\_\_\_  
Commissioner Rice \_\_\_\_\_

By: \_\_\_\_\_  
Mayor Nelson

(SEAL)

ATTEST:

\_\_\_\_\_  
Danny Kolhage, Clerk of the County

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

\_\_\_\_\_  
APPROVED AS TO FORM  
SUZANNE A. HUTTON  
ASSISTANT COUNTY ATTORNEY  
8/30/04  
DATE: \_\_\_\_\_

**MONROE COUNTY HOUSING AUTHORITY**

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(SEAL)

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY: \_\_\_\_\_ DATE: \_\_\_\_\_

GOVERNMENTAL INTERLOCAL AGREEMENT  
BETWEEN  
THE COUNTY OF MONROE, STATE OF FLORIDA  
AND  
THE MONROE COUNTY HOUSING AUTHORITY

This Interlocal Agreement (herein referred to as the "Agreement") is dated as of April 14, 1993, between the County of Monroe, State of Florida, (herein referred to as "County"), a body politic having its principal office at 310 Fleming Street, Key West, Florida, 33040, and the Monroe County Housing Authority, (herein referred to as "MCHA"), a body politic organized under Chapter 421 F.S. and the U.S. Housing Act of 1937, as amended, and having its principal office at 240 Sombrero Road, Marathon, Florida 33050, referred to collectively as the "Parties".

In consideration of the mutual covenants set forth below, under the Florida Interlocal Cooperation Act of 1969, 163.01 F.S.

"To permit local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities" (governmental units) "on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities."

MCHA and County hereby agree as follows:

**SECTION I. APPOINTMENT OF MCHA.**

To the end of providing fair, affordable, decent, safe and sanitary housing, the County hereby appoints MCHA to provide professional planning, management and administrative services for and within the County pursuant to the provisions of all U.S. Department of Housing and Urban Development (HUD), State of Florida's Department of Community Affairs (DCA), and Florida Housing Finance Agency (FHFA) affordable housing programs, (hereinafter the "Programs"). The County hereby authorizes MCHA to subcontract for professional and technical services, per Programs' requirements, according to the terms and provisions of the Agreement.

**SECTION II. DUTIES OF MCHA.**

- A. To manage the Programs in full compliance with the requirements of all applicable HUD, DCA, and FHFA regulations within the terms of this Agreement.

- B. To take such actions as may be necessary to comply promptly with any and all governmental orders or other requirements affecting the Programs, whether imposed by federal, state, or county authority. Nevertheless, MCHA shall take no such action as long as the County is contesting, or has affirmed its intention to contest any such order or requirement. MCHA shall notify the County in writing of all notices of such orders or other requirements immediately upon their receipt.

### SECTION III. ACCOUNTING AND ACCOUNTS.

Accounting functions will be performed by MCHA as follows:

- A. Where required by the Programs, MCHA shall prepare all approved payments for submittal to the ex officio clerk of the County for review and payment processing.
- B. Where applicable, MCHA under direction of ex officio clerk of the County, shall prepare all state and federal Requests for Funds.
- C. Where otherwise required, MCHA shall maintain an operational budget ledger of expenditures for administrative purposes only.
- D. Where required by the Programs, County shall be responsible for fund expenditure reconciliation, general ledger, and audit requirements.

E.

### SECTION IV. EXPENSES AND COMPENSATION.

- A. Compensation shall be upon presentation of an invoice detailing each applicable program: payment shall be issued on the first of the month for administrative services to be performed in the upcoming month contingent upon the availability of Program Funds. The amount shall be in accordance with the County approved Programs as defined by state and federal program laws, rules and guidelines. The payment shall represent payment for only allowable expenses pertaining to the administration of the various housing programs. MCHA will keep records in accordance with generally accepted accounting procedures and applicable program guidelines.
- B. MCHA Procurement Policy conforming to standards and regulations established by U.S. HUD "PIH" 89-45 shall be used unless any applicable Programs' law, rule, or guideline are more restrictive.

- C. Should the County, State or Federal Governments require additional or special services not specifically included in this Agreement, MCHA shall be separately compensated. The amount of such compensation, and service shall be agreed on by the County and MCHA and stipulated by an amendment pursuant to Section XII of this Agreement.

D.

#### **SECTION V. INSURANCE**

- A. MCHA shall maintain separate worker's compensation insurance and fidelity bonds covering its personnel who are engaged in the operation of the Programs as follows:
- (1) Applicable worker's compensation insurance classification.  
(\$100,000 employer's liability)
  - (2) Comprehensive Commercial General Liability Insurance in the minimum amount of Five Hundred Thousand Dollars (\$500,000.00) for any single occurrence of bodily injury or property damage for any liabilities as a result of this agreement.
  - (3) Fidelity bond in the principal sum of Fifty Thousand Dollars (\$50,000.00).
  - (4) Vehicle Liability Insurance with limits of One Hundred Thousand Dollars (\$100,000.00) combined single occurrence.
- B. At all times during the term of this Agreement, the appropriate insurance coverages carried by MCHA in relation to the operation of the Programs shall be extended and kept current at the expense of MCHA and certificates of insurance provided to the county upon request.

#### **SECTION VI. RESPONSIBILITIES AS TO RECORDS AND REPORTS.**

MCHA shall be responsible for records and reports, as follows:

- A. MCHA shall establish and maintain a system of records, books and accounts in a manner approved by U.S. HUD, DCA and FHFA. All records, books and accounts will be subject to examination during regular business hours by any authorized representative of the County, State or Federal Governments and subject to F.S. 119 reference general public.
- B. MCHA will comply with requirements of HUD, DCA, and FHFA to retain all records for the required time periods.



## **SECTION VII. INDEMNIFICATION AND HOLD HARMLESS.**

MCHA shall, pursuant and subject to limitations of F.S. 163.01 and F.S. 768.28, defend, indemnify and hold the County, its officials, employees and agents harmless, from any and all claims, liabilities, losses and causes of action which may arise out of the performance of the Agreement except such claims, liabilities, losses and causes of action which may arise because of the County's negligent actions and omissions, and except for any court costs and attorneys' fees of the County in defending any claims arising from any act or omission of the County. All reference to indemnification of both parties, as agencies or subdivisions of the State, shall be subject to F.S. 163.01 and F.S. 768.28.

## **SECTION VIII. ASSURANCE AGAINST DISCRIMINATION.**

MCHA shall not discriminate against any person on the basis of race, creed, color, national origin, sex, age, or any other characteristic or aspect which is not job related, in its recruiting, hiring, promotion, terminating, or any other area affecting employment under this Agreement or with the provision of services or goods under this Agreement. MCHA shall be in compliance with Section 109 Clause of the Housing and Community Development Act of 1974, amended.

## **SECTION IX. CERTIFICATIONS.**

MCHA and any required subcontractor shall provide executed copies of:

- Non-Collusive Affidavit
- Public Entity Crimes Statement
- Certification regarding lobbying
- Certification regarding drug free workplace
- Certificates of insurance.

## **SECTION X. TERM.**

This Agreement may be terminated by either party upon one hundred eighty (180) days written notification by certified mail. This Agreement shall commence the effective date of execution.

## **SECTION XI. NOTICES.**

Any notice required by this Agreement shall be hand delivered or sent by certified mail, addressed to the Mayor of Monroe County and County Administrator at 310 Fleming Street, Key West, Florida 33040, or to the Chairman, Monroe County Housing Authority, 240 Sombrero Road, Marathon, Florida 33050.

SECTION XII. ENTIRETY: ALTERATION, BINDING EFFECT.

This Agreement is entire. The parties may not alter, amend, or modify it except by an instrument in writing executed by both. This Agreement included all representations of every kind and nature made by either party to the other and shall be binding on the successors and assigns of the parties.

MONROE COUNTY  
BOARD OF COUNTY COMMISSIONERS

  
Jack London, Chairman/Mayor

(SEAL)

ATTEST:

  
Danny Kolhage, Clerk of the Court

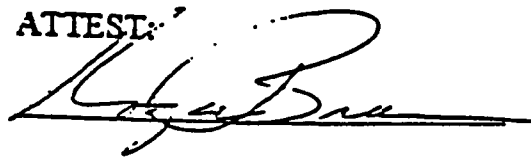
MONROE COUNTY HOUSING AUTHORITY

BY:

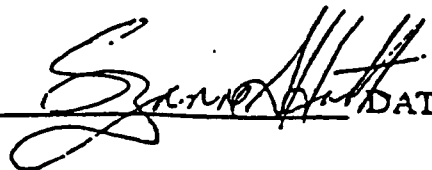
  
Dennis J. Wardlow, Chairman

(SEAL)

ATTEST:



APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

 DATE: 4/15/93